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Michael A. Nemeroff  
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July 6, 1990

The Honorable Lee Ann Elliott  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: Advisory Opinion Request

Dear Chairman Elliott:

This advisory opinion request is submitted on behalf of American Telephone & Telegraph Company and its subsidiary AT&T Communications, Inc. ("AT&T") pursuant to 2 U.S.C. § 437f and 11 C.F.R. § 112. The Commission has issued two advisory opinions concerning the use of 900 telephone service to influence federal election campaigns. In each case, the request has been made by a telephone service bureau, and the Commission's response has raised questions concerning the impact of the Federal Election Campaign Act ("FECA") on telephone companies who provide a different portion of the services generally referred to as 900 telephone service. We hope that the Commission will resolve these questions in response to this request.

A central issue in the current legislative debate concerning FECA is the desire of many participants in both parties to encourage small contributions especially from the constituents of candidates. AT&T's 900 telephone service can provide a means to achieve this goal. More than 95% of all American households have telephone service. Through 900 telephone service candidates are able to solicit financial support directly from these households. Although only now in its infancy, 900 telephone service offers the hope of democratizing the fundraising process.

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**I. Statement of Facts**

AT&T's 900 telephone service allows the public to telephone a number, which has the capability of handling thousands of calls simultaneously, to receive a prerecorded or live message and to register an opinion. The public usually learns of a 900 telephone service through print or broadcast advertisements or by direct mail, which state that the caller will be charged on a per call basis or a per minute basis. AT&T will offer this 900 telephone service at a per call charge which may be established by the political committee but will not exceed \$50 per call. The charge will be uniform for each 900 telephone number, although each political committee may request several 900 telephone numbers at different uniform charges to solicit different levels of contributions.

Although 900 telephone service is generally presented as one service, it actually involves an array of services provided by various companies. Telephone service bureaus usually coordinate these services for businesses, charities or political committees, and provide the location where the 900 telephone calls terminate and the message is played. Service bureaus perform this function because a single user of 900 service generally is not able to support the cost of call termination equipment or the training and employment of operators. While some service bureaus are able to prepare the political committee's message, many hire a media firm for this purpose. Service bureaus also are capable of recording and transcribing caller responses, contracting with telephone companies for telephone and billing services, providing -- or contracting with companies that provide -- marketing services to develop and implement the necessary advertising. Attached as Exhibit 1 are several magazine advertisements describing the services of these bureaus.

Telephone service bureaus are able to gather caller names and addresses by utilizing a technology known as Automatic Number Identification ("ANI"). AT&T is able to provide a service bureau with the telephone number of each 900 service telephone call from either TOUCHTONE<sup>®</sup> or rotary dial telephones in an ANI served area. These numbers can be provided in hard copy or in computerized format for large volumes of calls. The service bureau then may retain a company which specializes in converting these telephone numbers to caller names and addresses. While

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this can be done using reverse telephone directories, increasingly companies in this business are able to provide this information electronically, using their own data base, in a very short period of time. Attached as Exhibit 2 is an advertisement of a company in this business.

As telephone switching systems are upgraded to provide equal access to competing long distance telephone companies, ANI is becoming more universal. AT&T estimates that at the current time 85 percent of the telephones in the United States are covered by ANI, and by late 1993 this will increase to about 95 percent.

AT&T provides a number of 900 telephone services under various names. AT&T's MultiQuest<sup>®</sup> service is the most attractive service for political committees. AT&T's MultiQuest<sup>®</sup> is utilized by businesses for entertainment and promotional campaigns and to provide expert advice, stock quotations, consumer reports, and other research information to the public. Political committees may use AT&T's MultiQuest<sup>®</sup> to distribute political messages, to obtain caller reaction to issues, and to solicit political contributions. AT&T does not expect to contract directly with political committees because of the cost of call termination equipment. Rather, AT&T expects to contract with service bureaus that select MultiQuest<sup>®</sup> for their political customers who will utilize it for fundraising.

AT&T's MultiQuest<sup>®</sup> service is comprised of two basic features -- the delivery of telephone calls under tariffs filed with the FCC and various state utility commissions,<sup>1</sup> and a bill collection service known as Premium Billing, which is provided by contract (not under tariff) at a standard charge which is usually 10 percent of caller revenue. The tariff and Premium Billing charges for MultiQuest<sup>®</sup> are deducted from the funds remitted to the telephone service bureau that arranges the service. The tariff charge covers the cost of the services described in the applicable tariffs including AT&T's return on investment. The Premium Billing charge covers the cost of the billing and collection service, bad debts, and AT&T's return on investment.

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<sup>1</sup> Attached as Exhibit 3 is an excerpt from AT&T's current FCC tariff which describes MultiQuest<sup>®</sup> service and the applicable charges. In addition to the usage charge, there are monthly charges, non-recurring charges, feature group charges, and various discounts. Customers also must arrange access lines usually from Local Exchange Carriers.

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AT&T's standard form Premium Billing contract sets out the terms of AT&T's billing and collection service. See Exhibit 4. The contract requires AT&T to collect in good faith the charges from all callers; however, AT&T has the right to remove from a caller's bill any charge for 900 service which the caller disputes or refuses to pay. If a caller claims that a call was unauthorized, or made by mistake, AT&T may credit the caller's bill and provide the service bureau with a list of telephone numbers for which charges were refused. The service bureau remains liable to AT&T for the tariff charge related to such calls.

AT&T does not bill its telephone callers directly. Instead, AT&T contracts with a Local Exchange Carrier ("LEC"), such as Chesapeake and Potomac Telephone Company in the Washington metropolitan area, to monitor AT&T's service and to bill its callers for such service in addition to the LEC's service. Each LEC, pursuant to its agreement with AT&T, purchases AT&T's receivables and then collects them from AT&T's callers. If a caller does not pay a charge and does not contact AT&T, the LEC will treat this as a bad debt covered by a standard charge to AT&T (which in turn is covered by AT&T's standard charge to its customer). The LEC generally does not inform AT&T of callers who refuse to pay except when the amount is large.

AT&T's Premium Billing contract provides that call revenues will be remitted to the telephone service bureau not later than 90 days following the end of the calendar month in which the calls were made. Typically, however, AT&T remits these funds within 60 days. Approximately 30 days prior to the transmittal of these funds, AT&T will send the service bureau a Call Detail Report which lists the total number of calls; the telephone number, date, time and caller charge for each call. AT&T also provides a list of customers who called AT&T and successfully refused a charge -- the Call Refund Report.<sup>2</sup> The

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<sup>2</sup> AT&T's bill to its subscriber (forwarded by the LEC) encourages the subscriber to contact AT&T if he or she has a problem with the bill. It is AT&T's policy to collect all proper charges, but if the AT&T representative determines that the Premium Billing charge is not appropriate, he may delete it and include that information in the Call Refund Report. If a subscriber simply does not pay a charge (or the entire bill), the 900 call will be included in the Call Detail Report not in the Call Refund Report. While these funds will be remitted to the telephone service bureau, it also will be treated as a bad debt covered by AT&T's Premium Billing charge, which historically has been adequate to cover all such bad debts. The same procedure applies equally to political and non-political customers.

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receipt of this information prior to the funds provides sufficient time to determine whether the political committee may accept the funds in compliance with FECA. A sample Call Detail Report and Call Refund Report are attached as Exhibit 5.

AT&T's Premium Billing contract places the burden of compliance with FECA upon its customer, the service bureau. AT&T requires its customers to comply with its MultiQuest<sup>®</sup> guidelines as a condition to the Premium Billing contract. AT&T has proposed revisions to these guidelines which impose obligations on the telephone service bureau and its political committee customers. The portion of the guidelines applicable to political fundraising is attached as Exhibit 6.

## II. Statement of the Law

FECA prohibits a corporation or union from making any contribution or expenditure in connection with any federal election. 2 U.S.C. § 441b; 11 C.F.R. § 114.2(b). The term "contribution or expenditure" is defined to include "any direct or indirect payment, loan, advance, deposit or gift of money, or any services, or anything of value ... to any candidate, campaign committee, or political party or organization, in connection with any [federal] election...." 2 U.S.C. § 441b(b)(2); 11 C.F.R. § 114.1(a)(1). "Anything of value" includes services provided at less than the usual and normal charge, i.e., the price of the goods in the market from which they ordinarily would have been purchased. 11 C.F.R. § 100.7(a)(1)(iii)(B). A.O. 1987-27, CCH Fed. Elec. Camp. Fin. Guide, ¶ 5904 (Oct. 30, 1987), and A.O. 1979-36, CCH Fed. Elec. Camp. Fin. Guide, ¶ 5421 (July 27, 1979).

The Commission's regulations prohibit corporations from providing services to political committees in advance of payment unless "credit is extended in the ordinary course of the corporation's business and the terms are substantially similar to extensions of credit to non-political debtors...." 11 C.F.R. § 114.10(a). FECA also requires common carriers regulated by the Federal Communications Commission ("FCC") to comply with FCC rules concerning the extension of credit to political committees. 2 U.S.C. § 451. The FCC has authorized the extension of credit to political committees if the common carrier complies with the following requirements:

- (1) unsecured credit must be extended on substantially equal terms to all candidates for the same office, subject to differences in the estimated quantity of service,

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- (2) the applicant must sign a written application for service (a) identifying the persons responsible for all charges and (b) agreeing that the carrier will terminate service if the amount due is not paid on demand,
- (3) charges for service must be paid within 15 days of rendering a bill,
- (4) carriers are obligated to take "appropriate action" to collect unpaid charges for services rendered to candidates and political committees,
- (5) carriers must maintain records showing charges, payments, credits and adjustments for political committee customers, and
- (6) carriers must file reports at the FCC twice each year of unpaid charges and other information concerning each candidate or political committee.  
47 C.F.R. § 64.804.

FECA also prohibits the making or receipt of various kinds of contributions. These include contributions above specified limits; contributions from corporations, unions, government contractors, and foreign nationals; and contributions in the name of another. 2 U.S.C. §§ 441a, 441b, 441c, 441e, and 441f. Because only small contributions will be permitted under AT&T's proposal (less than \$50 per call), the most likely source of prohibited contributions are calls made from telephones for which the caller is a corporation, union, government contractor, or foreign national.

FECA requires the treasurer of each political committee to examine all contributions received for evidence of illegality and compliance with the contribution limits. 11 C.F.R. § 103.3(b). Also, FECA requires political committees to keep records of, and report to the FEC, contributions obtained from 900 telephone service and any expenditures for such service. Each contribution is equal to the total cost of each call and not to the portion remitted to the political committee. 11 C.F.R. § 100.7(a)(2); A.O. 1990-1, CCH Fed. Elec. Camp. Fin. Guide, ¶ 5980 (March 1, 1990). A political committee is required to record information concerning first-time contributors only for contributions over \$50. 2 U.S.C. § 432(c)(2)-(3), and 11 C.F.R. § 102.9(a)(1)-(2). Although neither FECA nor the regulations set forth a specific recordkeeping procedure for contributions under \$50, the regulations require that "an account [of all contributions received] shall be kept by any reasonable accounting procedure." 11 C.F.R. § 102.9(a). A Commission advisory opinion

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states that a reasonable method would be "to record the name of the event, and the total amount of contributions received on each day for that event." A.O. 1980-99, CCH Fed. Elec. Camp. Fin. Guide, ¶ 5550 (Sept. 26, 1980).

### III. Questions for Commission Consideration

**May AT&T extend credit to telephone service bureaus or political committees for 900 telephone service without requiring a deposit from its customer?**

In A.O. 1990-1, the Commission approved a plan in which a telephone service bureau serving political committees and other business customers proposed requiring political committees to deposit sufficient funds to cover all of the costs associated with 900 service and any losses. The service bureau apparently required a similar deposit from non-political customers. Not all service bureaus require deposits. See Exhibit 1 (Teleline advertisement).

The Commission should conclude that it is not necessary for AT&T to require a deposit when AT&T contracts with a service bureau. Under FECA, a corporation may extend credit to political customers in the ordinary course of business if credit is extended on a similar basis to non-political customers. 11 C.F.R. 114.10(a). AT&T's Premium Billing contract does not require a deposit from service bureaus with either political or non-political customers, and it imposes similar payment terms on all of its customers. As long as AT&T continues to extend credit on a similar basis to all service bureaus whether their customers are political committees or not, it should be unnecessary for AT&T to require a deposit similar to that required in A.O. 1990-1.

**Is AT&T required to comply with FCC rules when it extends credit to a telephone service bureau for a political committee?**

FECA provides that the FCC shall regulate the extension of credit without security by any person regulated by the FCC "to any candidate for Federal office, or to any person on behalf of such a candidate...." 2 U.S.C. § 451. Common carriers regulated by the FCC are obligated to comply with the FCC's regulations concerning the extension of credit to political committees. 47 C.F.R. § 64.804. Section 451 should not apply to the extension

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of credit by AT&T to a telephone service bureau. Although the statute applies to the extension of credit "to any person on behalf of" a candidate, this should be interpreted to apply only to credit extended to an authorized political committee on behalf of a candidate. When AT&T's customer is a telephone service bureau, AT&T is not extending credit to its political committee customer. In that case, AT&T has no contractual relationship with the candidate, or his or her political committee. Moreover, neither the candidate nor his or her authorized political committee is liable in any way to AT&T for its charges. Therefore, AT&T should not be required to comply with the FCC's rules.<sup>3</sup>

**Does AT&T have any obligation under FECA if it remits funds from a caller which a political committee is prohibited from accepting?**

FECA prohibits the making or receipt of various kinds of illegal contributions and obligates the treasurer of each political committee to verify that the committee may lawfully accept the funds received. Part 103.3(b) details specific procedures which the treasurer must follow concerning the deposit, review and, if necessary, refund of such contributions. 11 C.F.R. § 103.3(b)(1)-(5).

AT&T, has structured its MultiQuest<sup>®</sup> service to promote compliance with FECA. The principal steps that AT&T has taken in this regard are (a) requiring customers to choose a single contribution amount of \$50 or less for each 900 telephone number, and (b) providing its customer with all available caller telephone numbers in advance of the receipt of funds. Requiring uniform contributions under \$50 to each telephone number simplifies the recordkeeping obligations of the political committee. Because AT&T will provide a separate Call Detail Report for each 900 number, the political committee will know the contribution from each call even if it has several 900 numbers, each with a different contribution amount. The caller telephone numbers allow the political committee treasurer to obtain caller names and addresses needed to follow the procedures in Part 103.3(b) and determine whether to accept the funds received.

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<sup>3</sup> The Commission has authority to render advisory opinions concerning all provisions of FECA, including Section 451. 2 U.S.C. § 437f.

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AT&T has no obligation to determine whether its caller may make a contribution or whether the political committee sponsor of 900 service may accept a contribution. Instead, the Commission should conclude that AT&T's only obligation is to follow its usual and normal billing and collection procedures at its usual and normal charge to political and non-political customers alike. The Commission has reached the same conclusion in an advisory opinion concerning the use of credit cards to make political contributions.

In A.O. 1978-68, CCH Fed. Elec. Camp. Fin. Guide, ¶ 5357 (Sept. 19, 1978), the Commission considered a request by a Senate campaign to solicit credit card contributions by telephone. Under the plan, a telephone service bureau would record the credit card information needed to process the contribution plus all information required by FECA. The Commission noted that the telephone service bureau that received the credit card contributions was a "person who receives a contribution for an authorized political committee." 2 U.S.C. § 432(b). The Commission concluded that the service bureau was obligated to comply with that portion of the statute. However, it did not hold the credit card companies to the same requirements. Instead, it merely stated that:

"... the Commission assumes that the credit card issuers ... will follow their usual and normal collection procedures with respect to obtaining payment from persons who used their credit cards to make political contributions to the Committee. The Commission also assumes that the credit card issuers ... are rendering their services in the ordinary course of business and receiving the usual and normal charge for their services...."

AT&T is in the same position as the credit card issuers in A.O. 1978-68. Accordingly, AT&T should be obligated under FECA only to provide its usual and normal services at its usual and normal charges. All other obligations for compliance with FECA should be the responsibility of the political committee sponsor and, with respect to 2 U.S.C. § 432(b), the telephone service bureau as described in A.O. 1990-1 and A.O. 1978-68.

If AT&T's customer, the telephone service bureau, and its political committee customer comply with AT&T's Multiquest® guidelines, will they be in compliance with FECA?

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AT&T has guidelines for MultiQuest<sup>®</sup> service which it requires telephone service bureaus to follow. A portion of the guidelines has been revised to require service bureaus to comply with FECA. The guidelines also require political committees that contract with a service bureau served by AT&T to agree to procedures specified by FECA. We request that the Commission advise us as to whether telephone service bureaus and political committees that follow the guidelines will comply with FECA. The guidelines are found at Exhibit 6 and require the following:

(1) Contribution limits. FECA prohibits contributions in excess of applicable limits. 2 U.S.C. § 441a. Under AT&T's guidelines, the political committee and the telephone service bureau will be required to take the caller telephone numbers provided by AT&T and determine the name and address of each caller. If the caller is a corporation or union, the treasurer must refund these contributions when the funds are received. If the number is unidentifiable, the treasurer should put these funds aside and follow the procedure described in item (5) below. For all other contributions, the treasurer should compare the name and address of the caller with the committee's records of contributors in excess of \$50 and should refund any contributions above the applicable limits. Refunds should be handled by the treasurer who should make out a check to the contributor and forward it by mail. AT&T's billing and collection procedures are not able to return funds to the contributor by crediting the caller's telephone bill.

(2) Corporate, union, and government contractor contributions. FECA prohibits political committees from accepting contributions from corporations, unions, or government contractors. 2 U.S.C. §§ 441b and 441c. AT&T's guidelines require a political committee to identify calls from corporate and union telephones using the telephone numbers supplied by AT&T. In some cases, caller information will not clearly indicate whether an entity is a corporation. In those cases, the treasurer should follow the procedures adopted by the Commission to resolve such questions. 11 C.F.R. § 103.3(b)(1).

(3) Foreign national contributors. FECA prohibits the acceptance of contributions from individuals who are not citizens of the United States, or permanent resident aliens. 2 U.S.C. § 441e. Calls from telephone numbers outside the United States are likely to result in contributions from foreign nationals. At the present time, telephones located outside the United States, including Canada and Mexico, may not be used to make 900 telephone calls in most cases. For those calls which can be made, AT&T can provide "NPA" blocking which will prevent the receipt of telephone calls from area codes outside the United States. Such

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calls are unlikely, however, unless the 900 service is advertised outside the United States. In such cases, AT&T's guidelines place responsibility on the political committee to request NPA blocking.

(4) Contributions in the name of another. FECA prohibits contributions when the person identified as the contributor is not the person who supplies the funds. 2 U.S.C. § 441f. It is, of course, possible that in some cases the person making a 900 telephone call, which generates a contribution, will not be the subscriber who will pay the telephone charge. This, however, is not a violation of Section 441f because the person paying the telephone bill will be identified as the contributor. If an unauthorized call is made, the subscriber will have an opportunity to refuse to contribute when the telephone bill is received. Depending on the facts, AT&T may credit the subscriber's account and identify these calls to the telephone service bureau before any funds are remitted. It is, therefore, highly unlikely that unauthorized contributions will be made.

(5) Refund of questionable contributions. The Commission's regulations require the treasurer of a political committee to refund, within 30 days of receipt, any contribution that presents "genuine questions" of legality which cannot be resolved. 11 C.F.R. 103.3(b)(1). As described above, the treasurer will receive AT&T caller information approximately 30 days before the funds are received. This is sufficient time to resolve any genuine questions that appear.

However, based on AT&T's experience, it is possible that after analyzing caller telephone numbers provided by AT&T and returning funds received from callers not permitted to contribute, there will still be funds which have not been identified. These funds will represent predominantly (a) telephone calls from areas that do not have ANI and (b) telephone calls where the telephone number provided cannot be identified because it is not in the data base of the company retained to provide caller names and addresses. If the volume of such unidentified telephone calls is large, telephone service bureaus that request and record caller names, addresses, and telephone numbers can transcribe this information and identify many of the previously unidentified telephone numbers. This procedure is time consuming, expensive, and will not identify all missing numbers. A political committee or service bureau also may telephone AT&T supplied telephone numbers that remain unidentified to obtain the necessary information. This also would be a time consuming, expensive procedure.

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After following these procedures some contributions will remain unidentified. Those contributions cannot be refunded because the political committee will have no information concerning the origin of the contributions. AT&T's guidelines require the political committee to treat these funds as anonymous contributions, and allow the political committee to retain individual contributions under \$50. Contributions over this amount, for example multiple contributions from the same telephone number, may not be accepted by the political committee, but may be used "for any lawful purpose unrelated to any Federal election, campaign, or candidate." 11 C.F.R. § 110.4(c)(3).

(6) Recording and reporting contributions and expenditures. Contributions received from 900 telephone service should be reported as unitemized contributions, and the treasurer of the political committee should keep a record of total receipts on the day received in accordance with A.O. 1980-99. The treasurer should use caller names and addresses to update records of contributors who previously contributed more than \$50, but should not be required to retain such information for other contributors. Also, the treasurer should keep records and report to the FEC as appropriate all expenditures for 900 telephone service. This would include the fees deducted by the telephone service bureau and AT&T from the funds remitted to the political committee. The committee should list the service bureau as the recipient of the expenditure and should not be required to list other vendors such as AT&T that deal only with the service bureau.

#### IV. Conclusion

Sufficient information is available from 900 telephone service to permit compliance with FECA, but the responsibility for compliance belongs to the political committee that purchases this service. AT&T's only obligation should be to provide its usual and normal services at its usual and normal charges. The Commission also should conclude that if telephone service bureaus and political committees follow AT&T's MultiQuest<sup>®</sup> guidelines, they will comply with FECA.

If you require any additional information, please do not hesitate to contact us.

Very truly yours,



Michael A. Nemeroff

# How to get the most advanced 900# technology at absolutely no upfront cost.

Nobody else is making this offer.  
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Computer. Not FDR. Not Lo-Ad. Nobody.  
Only Teleline has the guts to put up your 900# program  
free. Whether you want AT&T's DIAL-IT® 900, MultiQuest™  
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You bring us the application. If it meets our standards,  
we'll help you develop it, create the programming and put it  
on our SuperSystem™. Maybe even finance the advertising.

Are we nuts?

No. We just know the 900 business better than anyone.  
The fact is, we already spend nearly ten million dollars a year  
advertising our own programs which generate tens of millions  
of call minutes each year.

What's more, our SuperSystem operates on the most  
ambitious telecommunications network available today  
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And we can build multi-level interactivity, electronic  
coupons, dealer locators, automated outbound dialing, even  
credit card verification and electronic funds transfer, right into  
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Plus handle 800# applications, too.

So if you want to take advantage of the most advanced 900  
technology—free—call Teleline at (213) 930-2260, ext. 226 or 202.  
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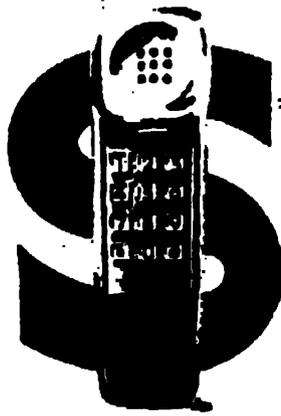
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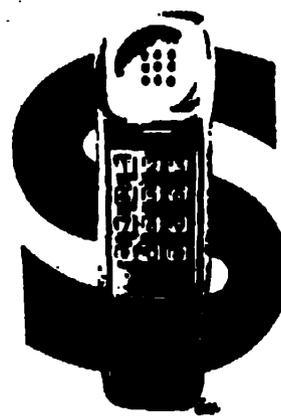
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how you can eliminate  
ALL service charges  
for 900 services!!**

The 900 business is predicted to grow from \$300 million in 1989 to over \$2 billion in 1992. To get your piece all you need is a great idea.

We do everything else. We're the companies that make up The Gateway Group.

We manufacture our own state-of-the-art hardware and design software for Passive, Interactive, Conferencing, Polling, and Specialty Programs. We can handle over a million calls daily.

We know which media to buy, then save you money when you buy it. And we create Print Ads, Radio Spots, and TV Commercials that make people pick up their phone.

No one else offers all these services. That's why we call it OneStop 900.™ And, of course, you're free to use some or all of them.

Call 1-800-777-7399 or in PA call 215-568-6800.

When you're ready to cash in with the 900 information business, call The Gateway Group first. We offer our OneStop 900™ services at a price you can afford.

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Gateway Group OneStop 900™ can ring in the profits for you.

**Service and Price  
aren't the only things ...  
they're everything.**

**800 / 800 Audiotext Service**

- Choose your carrier **MCIT\*SPRINT\*AT&T MULTIQUEST**
- Call sensitive pricing with discounts starting at 25,000 minutes
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**National Voice Messaging Service**

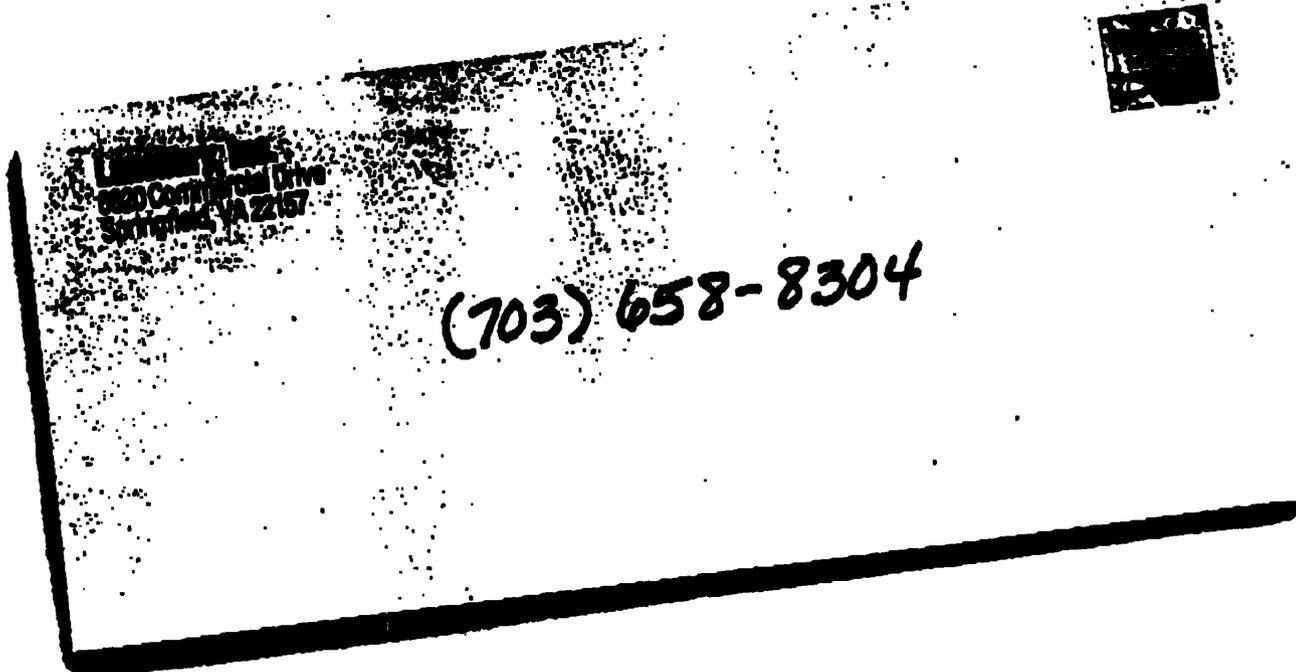
- 24 hour communication capability with operator assistance.
- The fastest, most efficient service bureau in the industry.
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Circle Reader Service Number 50



# How To Send A Letter To A Phone Number.

Now you can turn your phone numbers into a mailing list. Introducing ReverseMatch. The new service from Telematch\* that matches names and addresses to phone numbers, giving you a more complete customer database. We have over 65 million names, addresses and phone numbers in our database. Just send us your list of area codes and phone numbers on magnetic tape or diskette, and in as little as 48 hours, we'll send it back with names and addresses. Our computers provide the fastest turnaround in the business along with a high match rate.

So call us at 1-800-523-7346. With ReverseMatch, you can use your phone numbers for more than just making phone calls. You can use them to send mail.

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TARIFF F.C.C. No. 1  
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Cancels 2nd Revised Page 147.2  
Effective: September 10, 1989

#### 5.4. AT&T MULTIQUEST SERVICE

5.4.1. General - AT&T MultiQuest Service is an interstate telecommunications service which permits interactive communications via a 900 number from locations in the United States, to an AT&T MultiQuest Service Central Office. The AT&T assigned 900 prefix telephone number(s) will provide recorded and/or live Customer information to the caller. The following condition applies:

- Once a 900 number has been disconnected by the Customer, it will be unavailable for use for 6 months, unless waived by the previous Customer.

AT&T will provide, upon written request from any caller to AT&T MultiQuest Service, the Customer's name, address and local exchange telephone number as indicated on the Company's records. Cx

- The Customer must maintain an adequate number of access lines for AT&T MultiQuest Service to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering, (1) total call volume and (2) peak calling period. When a Customer's total number of busy and ring/no answer calls exceeds 25% of all calls (completed calls, ring/no answers and busies) for three consecutive billing periods, the Company, without incurring any liability, may disconnect or refuse to furnish AT&T MultiQuest Service to that Customer. In case of disconnection, the Customer will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.
- Customer advertisements, publications or any other communication containing the AT&T MultiQuest Service telephone number shall contain:
  - 1) The period of time Customer information is available to the caller.
  - 2) A statement informing the caller that a call to AT&T MultiQuest Service may be connected to an acknowledgement or to a message provided by the Customer, or may be answered personally.
  - 3) Any geographic limitations.

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5.4.1. General (continued) -

AT&T MultiQuest Service calls are dialed and completed without the assistance of an AT&T Operator. AT&T MultiQuest Service does not provide for:

- Calling Card Calls
- Calls Originating from Coin Telephones
- Third Number Billed Calls
- Calls Requiring Charge Quotation
- Operator Assisted
- Hotel/Motel/Hospital Guest Extension Calls
- Mobile Telephone Calls
- International Calls
- Collect Calls

Dedicated access is required to connect the AT&T MultiQuest Service Central Office to the Customer's premises. Obtaining access is the responsibility of the Customer and is not provided under this tariff. The access required may be obtained from AT&T or from others. In each case an Office Connection as specified in AT&T's Tariff F.C.C. No. 9, is required to connect access to AT&T MultiQuest Service.

C

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 Cancels 1st Revised Page 147.4  
 Effective: August 24, 1989

**5.4.2. Regulations** - In addition to the regulations in Section 2 preceding, the following apply to AT&T MultiQuest Service.

**A. Availability** - AT&T MultiQuest Service is available at designated AT&T Central Offices specified in Tariff F.C.C. No. 10.

**B. Minimum Payment Period** - The Minimum Payment Period for AT&T MultiQuest Service is one month.

**C. Notice of Discontinuance** - The Customer's order to discontinue service must be received by the Company one month prior to the day on which the service is to be discontinued. Monthly recurring charges apply for that period from the date the Company receives the discontinuance notice or until the requested discontinuance date, whichever is later. The charges will continue to apply whether or not the Customer continues to use the service.

**D. Cancellation of an Order** - The minimum period to cancel an order for AT&T MultiQuest Service without liability, is 30 days prior to the originally requested service date. For orders cancelled on less than 30 days' notice, a cancellation charge applies. The cancellation charge is 1/30 of the sum of the basic service monthly charge, installation charge and the additional telephone number monthly charge, if applicable. The cancellation charge is applied to each day less than the required 30 days' notice.

**E. Retention of 900 Telephone Number** - Nothing herein or elsewhere in this tariff shall give any Customer, assignee or transferee any interest or proprietary right to any AT&T MultiQuest Service 900 telephone number.

**F. Facility Call Volume Capacity** - The call volume capacity of the facilities used to furnish AT&T MultiQuest Service is limited. Calling volumes in excess of that capacity could interfere with the operation of the telecommunications network and adversely affect other services offered by the Company that use the telecommunications network. Accordingly,

(a) each Customer request for AT&T MultiQuest Service will be evaluated by the Company with respect to the possibility of adverse impact upon other services on the telecommunications network. Only those AT&T MultiQuest Service arrangements which in the judgment of the Company will not adversely impact other services will be furnished; and

(b) AT&T MultiQuest Service may be temporarily suspended when the calling volume and/or characteristics adversely affect other telecommunications network services. No usage charges will be incurred during the period that the service is suspended.

(c) AT&T MultiQuest Service is designed to handle up to a maximum of 1800 calls per minute to each 900 telephone number. When a Customer's call handling capacity exceeds 1800, the Customer may order AT&T MultiQuest HIGH CAPACITY (HiCAP) Service, (see AT&T MultiQuest HiCAP Service in Section 5.5. following).

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5.4.2. Regulations (continued)

G. Continuity of information - The Customer is responsible for the continuity and audio quality of any messages provided to the AT&T MultiQuest network. If the audio quality is unacceptable (e.g., noisy, level too low), the Company may suspend service until the unacceptable condition is corrected. No usage charges will be incurred during the period that the service is suspended.

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 Cancels 2nd Revised Page 147.5  
 Effective: September 10, 1989

**5.4.3. Rates and Charges - The following rates and charges apply to AT&T MultiQuest Service.**

**A. Monthly Charge -** The monthly charges for AT&T MultiQuest Service apply per Service Arrangement. The Service Arrangement is a combination of network hardware and software programming which provides the capability for calls to a Customer's 900 number to be routed to a Customer-designated AT&T Central Office. An Additional Routing Capability will allow a Customer to route calls to a different terminating point at the same Customer premises. Each Service Arrangement includes one 900 number and one Routing Capability.

Sx  
Sx  
Sx  
Cy  
Sx

	<u>USOC</u>	<u>MONTHLY</u>	
- Per Service Arrangement	9TABS	\$1000.00	
- Each Additional Routing Capability	9TAAR	\$50.00	Sx
- Each Additional 900 number	9TANX	\$125.00	

**B. Usage Charges -** The usage charges for AT&T MultiQuest Service apply per initial minute and each additional minute or fractions thereof.

<u>Initial Minute or Fraction</u>	<u>Each Addt'l Minute or Fraction</u>
\$.30	\$.25

**1. Usage Volume Discount Plan -** A tapered incremental usage Volume Discount plan applies a percent discount to AT&T MultiQuest Service total monthly billed usage charges (including the usage at all Customer locations and AT&T MultiQuest Service intrastate usage) exceeding \$100,000 in a billing month. The discount will be issued as a credit to the Customer's bill.

Sx

<u>Taper</u>	<u>Monthly Billed Usage</u>	<u>% Discount</u>
1	\$100,000 - \$200,000	5%
2	Over \$200,000	10%

For example - If a Customer's total billed monthly usage is \$300,000, the discounts would apply as follows:

<u>Applicable Billed Usage Per Taper</u>	<u>% Discount</u>	<u>Discount Amount</u>
First \$100,000	0%	0
Next \$100,000	5%	\$5,000
Next \$100,000	10%	\$10,000
	<b>TOTAL</b>	<b>\$15,000</b>

Total Billed Usage:	\$300,000
Less Credit of Total Discount Amount:	<u>\$15,000</u>
Customer's Total Bill:	<b>\$285,000</b>

Sx

\* Material filed under Transmittal No. 1609 is deferred to September 10, 1989.  
 † Issued to become effective on September 10, 1989 under authority of Special Permission No. 89-665.

**5.4.3. Rates and Charges (continued)**

**C. Nonrecurring Charges** - Nonrecurring charges apply for activities associated with installing, moving or changing AT&T MultiQuest Service.

<u>Service Establishment</u>	<u>Nonrecurring Charge</u>
- Per Service Arrangement	\$1,200.00
- Each Additional Routing Capability	\$1,090.00
<u>900 Telephone Number Changed</u>	
- Per Number Changed	\$175.00

Move to Different Central Office

The Customer may request that AT&T MultiQuest Service be moved to a different AT&T MultiQuest Service Central Office. In that event, the move is considered to be a discontinuance of the service at the former central office and Service Establishment at the new central office.

**D. Revenue Volume Pricing Plan** - A Revenue Volume Pricing Plan is available with AT&T MultiQuest Service, AT&T MultiQuest HICAP Service, DIAL-IT 900 Service, the following AT&T 800 Services as specified in AT&T's Tariff F.C.C. No. 2 - AT&T 800 Service-Domestic, AT&T Advanced 800 Service, 800 Validator, AT&T 800 Service-Canada, AT&T 800 Service-Overseas, AT&T 800 Service-Mexico, AT&T MEGACOM 800 Service, AT&T MEGACOM 800 HIGH CAPACITY Service, AT&T 800 READYLINE, 800 Information Forwarding Service-1, plus Intrastate AT&T MultiQuest Service, AT&T MultiQuest HICAP Service, AT&T 800 READYLINE, AT&T MEGACOM 800 Service and AT&T MEGACOM 800 HIGH CAPACITY Service. A discount will apply to the aggregate monthly billed usage charges, with the exception of the Incomplete Call Attempt Charge for AT&T MultiQuest HICAP and AT&T MEGACOM 800 HICAP Service, and eligible recurring charges for any or all of these services based on the monthly revenue volume as described below. The amount of the credit will be credited to the Customer's Interstate Services. RVPP discounts are applied to AT&T MultiQuest Service after the Usage Volume Discount is applied.

For DIAL-IT 900 Service, the discount is applied to all Sponsor Paid per call and usage charges. For AT&T MultiQuest Service and AT&T MultiQuest HICAP Service, the discount is applied to all monthly recurring charges and all usage charges with the exception of the Incomplete Call Attempt Charge for AT&T MultiQuest HICAP Service. If the RVPP Customer's service is restricted and/or denied for non-payment of charges (see Section 2.9.3. preceding), service at the Customer's designated locations will be restricted and/or denied as specified below. The following conditions apply.

- The Customer must provide a list of all accounts at all locations that will be included in the plan, must show authorization for including the location in the plan and must notify the Company of changes in the the accounts/locations.
- The Customer must also provide to AT&T, for each location participating in the above mentioned plan, billing account number and/or billed name, billed address, type of service, credit references, type of business and address to which bill is to be sent.

\* Material filed under Transmittal No. 1979 is scheduled to become effective on January 1, 1990.  
 \* Material filed under Transmittal No. 1988 is scheduled to become effective on January 1, 1990.  
 \* Issued to become effective on January 1, 1990 under authority of Special Permission No. 89-1808.  
 \* Certain material on this page formerly appeared on Page 147.7.  
 \* Certain material previously found on this page can now be found on Page 147.7.

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5.4.3.D. Revenue Volume Pricing Plan (continued)

- The Customer will assume all financial responsibility for all designated accounts in the plan and will be jointly and severally liable, with each designated location, for all charges incurred by each location under the plan limited to the conditions specified.
- In the event that a location is in default of payment, AT&T will attempt to collect charges from that location. Failing this attempt AT&T will then seek payment from the Customer. If the Customer fails to make payment for the location in default, AT&T will: (1) reduce the RVPP discount, if any, and apportion the remaining discount, if any, to all locations not in default, and if payment is not collected (2) terminate the RVPP for failure of the Customer to pay the charges due.
- In the event of termination of the Customer's RVPP and/or term plan, the Customer being terminated must notify the individual locations that the RVPP and/or term plan has been discontinued and that individual location not in default of their location billing charges will be converted to monthly rates as individual Customers unless they inform AT&T otherwise.
- Any penalty for shortfall and/or termination liability will be apportioned according to usage among all the individual locations designated by the Customer for inclusion under the plan.

1. Rates

	<u>USOC</u>	<u>NONRECURRING</u>
	<u>NRWRD</u>	<u>CHARGE</u>
Service Establishment Per Customer		\$200.00 E

The above charge does not apply when the Customer of record adds or deletes one of the eligible services to or from an established RVPP.

The following discount is applicable to the Customer's total monthly billed charges. When AT&T 800 Service-Domestic, Canada, Mexico and/or Overseas are part of the Customer's RVPP, 5% is deducted from the monthly billed charges for those services before the RVPP is applied. The 5% deduction represents the average percentage of an RVPP Customer's total bill for the access line associated with those services.

<u>Revenue Volume Pricing Plan Schedule</u>	
<u>MONTHLY BILLED CHARGES</u>	<u>DISCOUNT</u>
\$0 - \$25,000	0%
Over \$25,000 - \$100,000	4%
Over \$100,000 - \$250,000	\$3,000 + 5% of the excess over \$100,000
Over \$250,000	\$10,500 + 6% of the excess over \$250,000

The following are examples of the application of the RVPP.

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**5.4.3.D. Revenue Volume Pricing Plan (continued)**

(a) Example I - Customer has AT&T MultiQuest Service and DIAL-IT 900 Service only. After the Usage Volume Discount Plan has been applied to usage for AT&T MultiQuest Service (not applicable to DIAL-IT 900), the Customer's total monthly billed charges are \$3.5M. The RVPP discount would be \$205,500.

$$\$10,500 + (6\% \text{ of } \$3,250,000 - \text{excess over } \$250,000) \$195,000 = \$205,500$$

Customer's Total Bill = \$3,294,500 (\$3,500,000 - \$205,500 = \$3,294,500)

(b) Example II - Customer has AT&T MultiQuest Service, AT&T 800 Service-Domestic and AT&T 800 Overseas. The Customer's total monthly billed charges for these services are:

AT&T MultiQuest	-	\$110,000 (-\$500 for Usage Volume Discount)	\$109,500
AT&T 800 Service-Domestic	-	\$500,000 (-3% deduction for Access Line)	\$475,000
AT&T READYLINE (Intrastate)	-	\$5,000	\$5,000
AT&T 800 READYLINE (Interstate)	-	\$45,000	\$45,000
<b>TOTAL</b>		<u>\$660,000</u>	<u>\$634,500</u>

Customer's total billed charges applicable under RVPP is \$634,500.

RVPP Discount = \$10,500 + 6% of excess over \$250,000 = \$33,570.

Customer would receive a credit of = \$33,570

**5.4.4. Optional Features** - The following Optional Feature is available with AT&T MultiQuest Service.

**A. Information Forwarding-2 (INFO-2)** - INFO-2 provides Automatic Number Identification (ANI) which allows a Customer to identify the originating caller's billing telephone number. The following conditions apply:

- INFO-2 is only available when Customer access to AT&T MultiQuest Service utilizes the Primary Rate Interface (PRI) office function. The PRI is provided in AT&T Tariff F.C.C. No. 9.
- ANI will generally be available to INFO-2 Customers on calls originating from local exchange carriers' end offices with equal access Feature Group D signaling, and where the AT&T office is arranged to pass the ANI signal.

	<u>Usage Charge</u>
- Per ANI delivered, per month	
0 - 60,000	\$.02
Over 60,000	\$.01

\* Material filed under Transmittal No. 1828 is scheduled to become effective on January 1, 1990.  
 y Material filed under Transmittal No. 1829 is scheduled to become effective on January 1, 1990.  
 s Material filed under Transmittal No. 1833 is scheduled to become effective on January 1, 1990.  
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**Replaces 1st Revised Page 147.7.2**  
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**5.4.4. Optional Features (continued)**

**B. AT&T Advanced MultiQuest Features - AT&T Advanced MultiQuest Features permit various controls over the routing of calls to a specified AT&T 900 telephone number. The degree of control over call routing depends on the particular combination of features using the Numbering Plan Area (NPA) from which a call originates. AT&T Advanced MultiQuest Features are available only in conjunction with AT&T MultiQuest Service; that is, these features cannot be ordered as stand-alone features. AT&T Advanced MultiQuest features include specific routing features.**

**1. Routing Features - Routing Features allow Customers to route calls to specific locations, on specific dates and at specific times. Routing Features may be ordered separately or as a feature package.**

**Feature Package - The Feature Package includes Single Number Service, Area Code Routing, Time Manager, Day Manager, Exchange Routing and Call Allocator. This package will allow a Customer to subscribe to and utilize as much use of these features as desired, for a maximum amount of \$7500 per month. If the Customer's use of these features is less than \$7500, the Customer will be billed the lesser amount for the features used.**

**(a) Single Number Service - This feature permits the Customer to have calls to a single AT&T 900 telephone number directed to two or more service arrangements or to two or more Routing Telephone Numbers (RTNs) within a service arrangement at the same location or to two or more Customer locations for AT&T MultiQuest Service. A Customer having a single location need only subscribe to Single Number Service. A Customer having multiple locations must subscribe to both Single Number Service and at least one other feature to ensure proper call routing. Intrastate AT&T MultiQuest Service may share a telephone number with interstate service when the AT&T 900 telephone number is arranged for Single Number Service.**

**- For each AT&T 900 telephone number arranged to access multiple service arrangements and/or Customer locations.**

<u>USOC</u>	<u>MONTHLY</u>
US++	None

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**5.4.4.B.1. Routing Features (continued)**

**(b) Area Code Routing - This feature permits the Customer to define the routing of calls.**

**- For each NPA or group of NPAs the Customer defines.**

<u>USOC</u>	<u>MONTHLY</u>
<u>EB3</u>	<u>\$100.00</u>

**(c) Exchange Routing - This feature permits the Customer to define the routing of calls from all NXXs in the Customer's specified NPAs. NXXs cannot be divided or split-up for Call Routing purposes. Exchange Routing is available only in conjunction with Area Code Routing; that is, this feature cannot be ordered as a stand-alone feature. The following conditions apply:**

**I. Originating calls must be served out of an equal access office in order to perform Exchange Routing.**

**II. Exchange Routing cannot be used in conjunction with calls originating from Puerto Rico or the U. S. Virgin Islands.**

**- For each NXX or group of NXXs the Customer defines.**

<u>USOC</u>	<u>MONTHLY</u>
<u>EB3EA</u>	<u>\$100.00</u>

**(d) Time Manager - This feature permits the Customer to have calls to the same AT&T 900 telephone number routed differently during different time intervals throughout a day, according to a schedule established by the Customer. The schedule established applies to all days in a week. The following conditions apply:**

**I. The time schedule established by the Customer will follow the national observance of Daylight Savings Time with one hour clock changes in Spring and Fall.**

**II. The schedule established must include the entire 24 hour day.**

**III. Each routing time interval established in the schedule must begin on a quarter clock hour and last a minimum of 15 minutes.**

**- For each Customer specified time interval.**

<u>USOC</u>	<u>MONTHLY</u>
<u>EB2</u>	<u>\$100.00</u>

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**5.4.4.B.1. Routing Features (continued)**

(e) **Day Manager** - This feature permits the Customer to have calls to the same AT&T 900 telephone number routed differently based on the day of the week the call is made, according to a schedule established by the Customer. For this provision, a day begins at 1 second after midnight. All schedules established by the Customer will follow the national observance of Daylight Savings Time with one hour clock changes in Spring and Fall. Under this option, the schedule established applies to all weeks in the year.

- For each Customer specified routing for a day or group of days.

<u>USOC</u>	<u>MONTHLY</u>
E83	\$100.00

(f) **Call Allocator** - This feature permits the Customer to have calls to the same AT&T 900 telephone number apportioned to two or more routing alternatives based upon distribution of percentages selected by the Customer. For each application of this feature, the percentages must be integers and must total 100%.

- For each allocation percentage.

<u>USOC</u>	<u>MONTHLY</u>
E89	\$100.00

**2. Control Features** - Control Features allow Customers to reroute calls or change the parameters of routing features between locations. Control Features include Command Routing and Routing Control Service.

(a) **Command Routing** - This feature permits the Customer to have calls to the same AT&T 900 telephone number to be routed differently at anytime on a command from the Customer. The command may be issued from the Customer's terminal used in conjunction with Routing Control Service or through designated Company personnel. The Nonrecurring Charge is not applicable when Customers use their Routing Control Service to activate this feature and when the Company performs Command Routing changes for the Customer when Routing Control Service is not available during the maintenance period.

	<u>USOC</u>	<u>MONTHLY</u>	<u>NONRECURRING</u>
	E8J	\$100.00	CHARGE
- For each defined routing alternative			
- For each activation of a Customer specified routing alternative.	NRZAR		\$50.00

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**\*\* All material on this page is new. \*\***

**5.4.4.B.2. Control Features (continued)**

For each \$100 monthly recurring charge incurred for features in the Feature Package, the equivalent \$100 monthly recurring charge for Command Routing will be waived for up to, and including the first seventy-five routing alternative features (e.g., if the Customer uses ten Area Code Routings, thirty Time Managers, ten Day Managers and twenty-five Call Allocators for a total of seventy-five routing alternative features, the Customer will receive seventy-five Command Routing alternatives at no monthly recurring charge). However, the \$50.00 nonrecurring charge for each activation of a Customer specified routing alternative will apply. All Command Routing alternatives above the seventy-five will be billed at the \$100 monthly charge.

(b) **Routing Control Service** - This feature permits a Customer to add, change or delete any of the Feature Package features (except Single Number Services), the Announcement Feature or the Command Routing feature without initiating a service order through the Company. The following conditions apply:

- I. Changes in the routing parameters of calls will be made through a suitably equipped, dial-up terminal provided by the Customer.
- II. Customer initiated changes may be activated within three hours or held for automatic activation at a specified time and date.
- III. For maintenance purposes, there will be a time period of no more than four hours each night during which Routing Control Service cannot be used.
- IV. All changes in the routing parameters must be made by the Customer via the Routing Control Service. The Company will not accept orders for such changes.
- V. The Company will provide validity checks for impermissible routings. However, the Company will not be responsible for any errors in call routing caused by the Customer's use of Routing Control Service.
- VI. Routing Control Service cannot be used to alter the text of recorded announcements.

	<u>USOC</u>	<u>MONTHLY</u>	<u>CHARGE</u>
- Per initial hour or fraction of terminal connect time.	ESF02	\$500.00	
- Per additional minute of terminal connect time in a billing month.			\$1.00

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**5.4.4.B. AT&T Advanced MultiQuest Features**

**3. Announcement Feature** - The Announcement Feature contains pre-recorded Customer announcements. If the announcement feature is used, the Customer must subscribe to the Feature Package. The Announcement feature is:

(a) **Call Prompter** - This feature is a network announcement feature which permits the Customer to have calls to an AT&T 900 telephone number routed to one of several routing alternatives. The caller is directed to input a specific code which will route the call to the appropriate routing alternative. Each routing alternative may be assigned up to 10 distinct codes. The following conditions apply:

- I. A code may not exceed 15 digits.
- II. The Customer must specify a default routing alternative for callers who input undesignated codes or do not input a code.
- III. The prompting announcement is designed for network routing and the Company does not provide, in the prompting announcement, media-related information or service, other than network routing functions.
- IV. The announcement can be no longer than 30 seconds.

	<u>USOC</u>	<u>MONTHLY</u>	<u>USAGE CHARGE</u>	<u>NONRECURRING CHARGE</u>
-Announcement storage charge Per Announcement, Per Number	ESU	\$50.00		
-For each call using Call Prompter Per Call, Per Number				
1st thru 1000th call,			\$ .10	
1001st thru 5000th call,			\$ .09	
5001st thru 10,000th call,			\$ .075	
10,001st call and Over,			\$ .065	
-For preparing or changing an announcement	ANE			\$120.00

**4. Nonrecurring Charges** - When an AT&T Advanced MultiQuest Feature is installed or rearranged as a result of a service order placed by the Customer, the following charge applies:

- Network Arrangement Charge, per feature	<u>NONRECURRING CHARGE</u>
	\$114.00

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**Cancel 2nd Revised Page 147.9**  
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**5.5.3.8. Usage Charges (continued)**

**1. Incomplete Call Attempt Charge** - An Incomplete Call Attempt Charge will apply when calls do not complete to an AT&T MultiQuest HICAP Service telephone number due to the following: (1) busy conditions, (2) ring no answer, (3) calls intercepted by AT&T with a network announcement returned to the calling party, (4) insufficient answering capability at the Customer's terminating (answering) location, (5) call attempts which exceed the maximum HICAP network capacity or are unevenly distributed in a manner which causes an overload of normally functioning AT&T network equipment and facilities and/or (6) calls attempted after the designated ending time for HICAP Service will be intercepted by AT&T with a network announcement returned to the calling party. In addition, the Incomplete Call Attempt Charge will apply to incoming calls attempted up to 24 hours after the Customer's designated time period ends and when the Customer uses HICAP Service outside the specified time period. This charge does not apply to call attempts which are incomplete due to the failure of AT&T's switched network.

- Per Attempt (Effective through 2/28/90)
- Per Attempt (Effective 3/1/90)

Usage Charge  
 \$0.0175  
 \$0.035

**2. Usage Volume Discount Plan** - A Usage Volume Discount Plan may apply to AT&T MultiQuest HICAP Service. The discount plan is the same as the Usage Volume Discount Plan specified in Section 5.4.3.8.1. preceding.

**C. Nonrecurring Charges** - Nonrecurring charges apply for activities associated with installing, changing or moving AT&T MultiQuest HICAP Service.

Nonrecurring Charge

Service Establishment

- Per Service Arrangement
- Each Additional Routing Capability

\$1,200.00  
 1,090.00

900 Telephone Number Changed

- Per Number Changed

\$175.00

Move to Different Central Office

The Customer may request that AT&T MultiQuest HICAP Service be moved to a different AT&T MultiQuest Central Office. In that event, the move is considered to be a discontinuance of the service at the former central office and Service Establishment at the new central office.

**D. Revenue Volume Pricing Plan** - A Revenue Volume Pricing Plan may apply to AT&T MultiQuest HICAP Service (see Revenue Volume Pricing Plan on Page 147.6).

**5.5.4. Optional Features** - The following Optional Feature is available with AT&T MultiQuest HICAP Service.

**A. Information Forwarding-2 (INFO-2)** - INFO-2 is available with AT&T MultiQuest HICAP Service (see Information Forwarding-2, Page 147.7.1.).





## Terms and Conditions Governing AT&T MultiQuest™, AT&T MultiQuest Broadcaster, AT&T MultiQuest Call Counter

### 1. BILLING SERVICES

A. Acting as your agent, AT&T will perform the following services associated with your offer(s): secure usage records, message processing, bill processing, bill rendering, inquiry, and collection, and remittance services.

B. Your customers ("Callers") will be billed for the charges associated with your offer(s). AT&T will remit collected charges to you, less any fees as indicated in this Agreement.

C. To the extent necessary, AT&T's undertaking will include good faith efforts to secure billing services from Local Exchange Companies (LECs), where the same arrangements for billing of AT&T services are provided by the LECs to AT&T. This Agreement is expressly contingent upon AT&T's ability to secure necessary billing services, if any, from the LECs.

### 2. CALLER INQUIRY AND ADJUSTMENTS

A. AT&T will undertake good faith efforts to collect your charges from your Callers. However, AT&T may remove from a Caller's bill any amounts associated with the offer(s) which the Caller disputes or refuses to pay.

B. Where amounts have been removed from a Caller's bill, you will remain obligated to AT&T and will be billed by AT&T for AT&T's billing fee for the call, and for the transmission charges and any related AT&T charges for Network Services (network services and service features) actually provided in connection with the call.

### 3. CHARGES-REMITTANCE

A. Not later than 90 days following the end of the calendar month in which the calls were made to your offer(s), AT&T shall remit to you the net amount of your charges ("Net Amount") for the billing period. The Net Amount shall be calculated by subtracting the following amounts from the total charges collected:

- (1) Charges for Network Services provided in connection with your offer.
- (2) Any amounts which have been removed from callers' bills as a result of a dispute or refusal to pay.
- (3) The AT&T MultiQuest Broadcaster and/or Call Counter uncollectible discount rate (an amount to reflect uncollectible bad debt currently 3% of the difference between your charge and the tariffed charge for the call).
- (4) Any federal, state, and local taxes that may be applicable to billing services, including but not limited to gross receipts taxes.
- (5) AT&T will also subtract the fee for the billing service you have selected. The AT&T MultiQuest billing fee is 10% of your charge to callers for each call made during the billing period. The AT&T MultiQuest Broadcaster and/or Call Counter fee is 10% of the difference between your charge and the tariffed charge for the call multiplied by the number of calls received during the billing period.

B. In the event there is any dispute regarding the number of calls you received in any billing period, the records maintained by AT&T shall control. AT&T may change the billing implementation fee and/or adjust the uncollectible discount rate to reflect AT&T's then current estimate of uncollectibles, upon thirty (30) days written notice to you.

### 4. DISCLOSURE TO CALLERS

A. You shall conspicuously disclose all of the following in a clear and understandable manner in all print or broadcast advertising and announcements promoting your offer(s): (1) the charges for your offer(s) per call or per minute; (2) any geographic, time of day, or other limitations upon the availability of the offer(s); (3) that you are solely responsible for the content of all messages delivered and all representations made during your contacts with Callers; (4) that Callers under eighteen (18) years of age should request parental permission before calling to hear the offer(s); and (5) in broadcast advertising, the charges shall be legibly shown on the screen and clearly announced by voice at the same time and for the same duration as the telephone number.

B. AT&T may require the offer(s) to include a disclosure to Callers during the call of your per-minute charge for the offer(s).

C. You will not advise your potential Callers, in any way, that tariffed charges incurred in connection with the offer(s) will be paid by the Caller to AT&T.

D. You shall not indicate, in your offer(s) or in any print or broadcast advertising or announcements promoting your offer(s), that AT&T endorses the offer(s) in any way. You may not use any trademark, service mark or logo of any AT&T subsidiary without the express written permission of AT&T.

## 5. RESPONSIBILITY FOR YOUR PRODUCTS AND SERVICES; INDEMNIFICATION

### A. AT&T MultiQuest Broadcaster and/or Call Counter

The Network Service to which you subscribe contains an option for sponsor-paid calling. You will subscribe to and pay for such option so that there will be no AT&T charges on the Calls in connection with the offer(s).

### B. Premium Billed AT&T MultiQuest AT&T MultiQuest Broadcaster and/or Call Counter

(1) You will provide AT&T a complete written description of your offer(s) describing the products and/or services comprising each offer prior to the commencement of each offer and will provide a new written description of the offer(s) in the event of any change in such offer(s). If AT&T agrees to provide Billing Services for any new offer(s) or change in an existing offer, such new offer(s) or changes will be governed by the terms and conditions of this Agreement and must comply with AT&T's Standards for offer(s), a copy of which is available upon request. You acknowledge that you shall be solely responsible for your offer(s), for the content of all messages delivered to Callers, and for all representations made during Caller contacts. You shall be solely responsible for the content and nature of all promotions and advertising to induce calls. You shall be solely responsible for the quality of products or services covered by the offer(s) to be billed by AT&T. You agree to defend and indemnify AT&T and hold AT&T harmless from all claims, actions, damages, complaints and expenses (including reasonable attorneys' fees) arising out of your products or services, messages, offer(s), Caller contacts, promotions and advertising, including libel and slander.

(2) You represent and warrant that your offer(s) will at all times comply in full with any and all requirements of federal, state and local laws, including but not limited to any statute pertaining to giving or to the solicitation of charitable or political contributions, that apply to the offer(s). You agree to defend and indemnify AT&T and hold AT&T harmless from all claims, actions, damages, complaints and expenses (including reasonable attorneys' fees) arising out of any failure on your part to comply with such requirements of law.

## 6. TELEPHONE NUMBER CHANGES

You have no ownership or other interest in the telephone number(s) assigned to you in connection with AT&T's provision of Billing Services, and AT&T reserves the right to change such number(s) whenever AT&T determines that such change is necessary to effectively provide Billing Services, including but not limited to a change in the offer(s) or a change in your charges for the offer(s). Upon termination of this Agreement, AT&T will assign you a different telephone number(s) if you elect to continue Network Services.

## 7. TERMINATION

A. AT&T reserves the right to terminate this Agreement or billing for any offer(s) provided under this Agreement immediately by notice to you, if AT&T determines in its sole discretion that (1) AT&T's Billing Services may be adversely affected by the offer(s) or the provision of Billing Services under this Agreement, (2) that the offer(s) or the provision of Billing Services may adversely affect AT&T's business, image or damage AT&T's reputation or goodwill, or (3) in any geographic area served by a LEC, such LEC fails to provide any necessary Billing Service at rates acceptable to AT&T.

B. If you breach any provision of this Agreement, or if AT&T receives any complaints regarding your MultiQuest MultiQuest Broadcaster and/or Call Counter messages, representations, promotions, advertising, products or services, or if any claims are made against AT&T arising from them, then AT&T may immediately terminate this Agreement and all Billing Services rendered under it. In addition, on receipt of any claim or complaint against you in connection with its use of AT&T's Billing Services, the parties agree that AT&T may deposit all amounts then or thereafter due to you in an escrow account pending the resolution of all such claims and complaints.

C. Either party may terminate the Agreement without cause at least thirty (30) days prior written notice to the other party specifying the exact date and time of such termination.

D. Notwithstanding any notice of termination under this Section, this Agreement shall remain effective with respect to any transaction occurring prior to such termination.

E. The Billing Services provided for in this Agreement will automatically terminate if you do not subscribe to AT&T MultiQuest AT&T MultiQuest Broadcaster and/or Call Counter Network Services within 90 days of original 900 telephone number assignment.

## Terms and Conditions Governing All Billing Services

### 12. TARIFFED SERVICES

Your subscription to Network Services is subject to any and all tariff provisions related to such Network Services, to the extent the services are tariffed. This Agreement does not govern or affect tariffed services. Where anything in this Agreement conflicts with any tariff governing the provision of Network Services, the tariff shall apply. Charges under this Agreement will not be abated or refunded in the event of outages or degradation in tariffed services, and charges for tariffed services will not be abated or refunded in the event of delay or failure of performance of this Agreement.

### 13. WARRANTY

AT&T, ITS PARENT, SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY FOR CALLERS OF YOUR PRODUCTS OR SERVICES.

### 14. LIMITATIONS OF LIABILITY

A. FOR PURPOSES OF THE LIMITATIONS OF LIABILITIES SET FORTH IN THIS SECTION, AT&T SHALL BE DEEMED TO INCLUDE AT&T COMMUNICATIONS, INC., ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM; AND "DAMAGES" SHALL BE DEEMED TO REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED.

B. AT&T'S ENTIRE LIABILITY TO YOU FOR ANY DAMAGES CAUSED BY AT&T'S PERFORMANCE OF BILLING SERVICES UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED AS FOLLOWS: (1) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON NEGLIGENTLY CAUSED BY AT&T, YOUR RIGHT TO PROVE DAMAGES TO PROPERTY OR PERSON; (2) FOR ALL OTHER CLAIMS, AT&T'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES WHICH ARE PROVEN IN AN AMOUNT NOT TO EXCEED \$100,000.

C. EXCEPT TO THE EXTENT PROVIDED IN SUBSECTION 14 B (1) ABOVE, AT&T SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 15. FORCE MAJEURE

AT&T shall have no liability for delays or damages due to, fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities including but not limited to any regulatory agencies having jurisdiction over AT&T or the LECs, acts of the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of any common carrier or its agent (including the LECs) or other causes beyond AT&T's control whether or not similar to the foregoing.

### 16. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld. AT&T may assign this Agreement to a present or future affiliate or subsidiary or assign its right to receive payment.

### 17. CANCELLATION/TERMINATION

A. If AT&T fails to perform or observe any material term or condition of this Agreement and such failure continues unremedied for thirty (30) days after receipt of written notice, you may cancel this Agreement without liability for cancellation or termination charges.

B. If you fail to pay any charge when due and such condition continues unremedied for thirty (30) days from written notice or if you fail to perform or observe any other material term or condition of this Agreement and such failure continues unremedied for thirty (30) days after receipt of written notice, you shall be in default and AT&T may terminate Billing Service and exercise any available rights upon termination by AT&T, you shall be liable for any applicable charges, including termination charges.

### 18. GENERAL

A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

B. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portions are an essential part of this Agreement, they will immediately begin negotiations for a replacement.

C. The other party ever fails to enforce any right or remedy available to it under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other such failure by the other party.

D. The section headings in this Agreement are inserted for convenience only and not intended to affect the meaning or interpretation of this Agreement.

E. Any legal action you bring against AT&T with respect to this Agreement must be brought within two (2) years after the cause of action arises.

F. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

G. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LOCAL LAWS OF THE STATE OF NEW JERSEY.

# AT&T MultiQuest Call Detail Report

635 GRANT ST.  
PITTSBURG PA 15219

(This Is Not A Bill)

ABC COMPANY  
% JANE DOE  
PO BOX 99999  
ANYWHERE, NJ 99999

Account Number	Sponsor Number	Bill Date
201-519-6110-123	201-519-6110	10-01-88

For Ordering Information, call: 1 800 222-0400  
For Inquiries on this Report, call: 1 800 323-6672  
For Service / Repair, call: 1 800 222-3000

<b>Account Number</b>	<b>Sponsor Number</b>	<b>Bill Date</b>
201-519-6110-123	201-519-6110	03-12-90

## Daily Analysis

Date	Number of Calls	Total Time hh:mm	Average Call Length hh:mm
Nov Previous Usage	999,999,999	99999:99	999:99
Oct Previous Usage	999,999,999	99999:99	999:99
Other Previous Usage	999,999,999	99999:99	999:99
<b>Dec</b>			
1 - Thu.	999,999,999	99999:99	999:99
2 - Fri.	999,999,999	99999:99	999:99
3 - Sat.	999,999,999	99999:99	999:99
4 - Sun.	999,999,999	99999:99	999:99
5 - Mon.	999,999,999	99999:99	999:99
6 - Tue.	999,999,999	99999:99	999:99
7 - Wed.	999,999,999	99999:99	999:99
8 - Thu.	999,999,999	99999:99	999:99
9 - Fri.	999,999,999	99999:99	999:99
10 - Sat.	999,999,999	99999:99	999:99
11 - Sun.	999,999,999	99999:99	999:99
12 - Mon.	999,999,999	99999:99	999:99
13 - Tue.	999,999,999	99999:99	999:99
14 - Wed.	999,999,999	99999:99	999:99
15 - Thu.	999,999,999	99999:99	999:99
16 - Fri.	999,999,999	99999:99	999:99
17 - Sat.	999,999,999	99999:99	999:99
18 - Sun.	999,999,999	99999:99	999:99
19 - Mon.	999,999,999	99999:99	999:99
20 - Tue.	999,999,999	99999:99	999:99
21 - Wed.	999,999,999	99999:99	999:99
22 - Thu.	999,999,999	99999:99	999:99
23 - Fri.	999,999,999	99999:99	999:99
24 - Sat.	999,999,999	99999:99	999:99
25 - Sun.	999,999,999	99999:99	999:99
26 - Mon.	999,999,999	99999:99	999:99
27 - Tue.	999,999,999	99999:99	999:99
28 - Wed.	999,999,999	99999:99	999:99
29 - Thu.	999,999,999	99999:99	999:99
30 - Fri.	999,999,999	99999:99	999:99
31 - Sat.	999,999,999	99999:99	999:99
<b>TOTALS</b>	<b>999,999,999</b>	<b>99999:99</b>	<b>999:99</b>

## Call Duration Distribution

Duration	Number of Calls	Total Time hh:mm
1 Minute	999,999,999	99999:99
2 To 3 Minutes	999,999,999	99999:99
4 To 5 "	999,999,999	99999:99
6 To 10 "	999,999,999	99999:99
11 To 30 "	999,999,999	99999:99
31 To 60 "	999,999,999	99999:99
61 To 120 "	999,999,999	99999:99
Over 120 "	999,999,999	99999:99

## Management Statistics

Monthly Analysis	
Total Number of Calls Processed:	999,999,999
Total Time:	99999:99
Average Length of Call:	999:99
Total # of Caller Refunds - DAK: (1)	999,999,999
Total # of Caller Refunds - Var: (2)	999,999,999
Busy Day By # Hours of Use: (3)	Tuesday - Sept ;
Busy Day By # Calls: (3)	Tuesday - Sept ;
Average Calls per Day: (3)	999,999,999
Average Hours of Use per Day: (3)	99999:99
Average Calls per Weekday: (3)	999,999,999
Average Hours of Use per Weekday: (3)	99999:99
Busy Area Code By # Hours of Use: (4)	999
Busy Area Code By # Calls: (4)	999

(1) DAK = Dances All Knowledge Customer  
 (2) Various = Refunds approved due to combinations of network and/or dist. equip failures  
 (3) Previous Usage not included in these statistics  
 (4) FOR THOSE AREA CODES that are available





Proposed Revision to AT&T's Guidelines  
For Applications for MultiQuest®

I. List of Acceptable Categories

\* \* \*

2. Fundraising (Charitable and Political)

This category includes any program that solicits funds for charitable or political organizations. This would include programs where a portion of the premium charge will be donated to a charitable or political organization, as well as programs that offer information about how to contribute to such organizations.

a. Charitable Associations and Non-Profit Organizations

Charitable organizations and non-profit associations may offer programs on a commercial basis. The message should in no way imply that charges for the call represent a donation or that they are tax deductible. The program should provide at least one minute of value-added information or entertainment, although the information or entertainment need not be directly related to the non-profit organization sponsoring the program. All program and advertising scripts must be submitted to AT&T with the pre-sale application. The advertising must indicate what value-added information or entertainment is being provided to the caller. If the name of the charitable or non-profit organization is stated in the advertising, its street address and date of inception should also be included. These organizations should also provide proof of non-profit status (e.g., IRS form 501(c)(3)) with the pre-sale application.

A non-charitable or for-profit organization may also sponsor a program in which it states explicitly in the advertising or the message that a portion of the proceeds are going to a specific non-profit entity. In such cases, the sponsor must provide AT&T with written proof that the non-profit or charitable organization has agreed to such use of its name.

AT&T may require additional information and may impose other conditions not specifically identified in these Guidelines before agreeing to provide Premium Billing Services for any charitable fundraising program.

b. Political fundraising

If a portion of the premium-billed charges for an Application will be remitted to a political organization, the Application and the promotional materials should so state clearly and should identify the political organization. In addition, or as part of the same identification, at the outset of the program a message should be included identifying the person who has authorized and paid for the program and stating that a contribution to the political organization is not tax deductible.

An Application for a political fundraising program must include a general representation and warranty that the Sponsor and the political organization will comply with all applicable federal, state, and local laws during the term of the program.

In addition to this general representation and warranty, AT&T must receive a representation and warranty from the Sponsor that for programs for candidates for federal office or political organizations registered at the Federal Election Commission ("FEC"), it will comply with 2 U.S.C. § 432(b) and 11 C.F.R. § 102.8 which require the Sponsor to forward all funds (after deducting its fees and expenses) to the treasurer of the political organization within 10 days of receipt for candidate committees and within 30 days of receipt for political party or political action committees. The Sponsor must agree to forward to the treasurer of the fundraising organization a copy of the Call Detail Report listing the telephone numbers recorded by ANI within two days of its receipt.

AT&T must also receive a letter from the treasurer of each political organization registered at the FEC that contracts with the Sponsor in which the treasurer agrees to the following guidelines:

- (i) The treasurer will agree to abide by 11 C.F.R. § 103.3 with regard to the receipt, deposit, and refund of contributions raising genuine questions of legality.
- (ii) The treasurer will utilize the telephone numbers of callers provided by AT&T to identify subscriber names and addresses. Contributions from subscribers which may not be accepted (i.e. corporate or union subscribers) will be returned. Contributions from individuals, who have previously contributed the maximum permitted by law, also will be returned.
- (iii) The treasurer will request the Sponsor to record caller name, address, and telephone

numbers. For callers that cannot be identified through ANI, the treasurer will (a) request the transcription of this information and utilize it to identify additional contributors and/or (b) telephone unidentified numbers to obtain the subscriber's name and address. Contributions that cannot be identified after following these procedures must be considered anonymous contributions. 11 C.F.R. § 110.4(c)(3). The treasurer may retain any identifiable contributions from a single telephone number under \$50. All other unidentified contributions may not be accepted by the treasurer but may be used for any lawful purpose unrelated to any federal election.

- (iv) For programs in which advertising may stimulate telephone calls from outside the United States (i.e., candidates in states along the Mexican or Canadian border), the treasurer must agree to NPA blocking for appropriate area codes.
- (v) The treasurer will compare the identity of callers with the committee's records of contributors and record all contributions of persons who have contributed more than \$50 in the same year.
- (vi) Records need not be made for other contributions of less than \$50. Instead, the treasurer need only record the date and total amount of funds received from the program.
- (vii) The treasurer must report all expenditures for the program including the funds withheld by the Sponsor to cover its fees and expenses. The treasurer should identify the Sponsor as the recipient of all funds withheld from contributions received.